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11 EN POINTE TECHNOLOGIES SALES, LLC,
12 f/k/a PCM SALES ACQUISITION, LLC

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

15 EN POINTE TECHNOLOGIES SALES,
16 LLC, a Delaware limited liability company,
17 f/k/a PCM SALES ACQUISITION, LLC,

18 Petitioner,

19 v.

20 OVEX TECHNOLOGIES (PRIVATE)
21 LIMITED,

22 Respondent.

Case No.: 2:17-cv-4362 PSG (SKx)

**~~PROPOSED~~ ORDER GRANTING
EN POINTE'S PETITION TO
COMPEL ARBITRATION AND FOR
ANTI-SUIT INJUNCTION**

[Filed concurrently with En Pointe's
Petition, Memorandum of Points and
Authorities in Support of Petition,
Declaration of David M. Stein, Civil
Cover Sheet, and Certificate of Interested
Parties]

Filed:

1 Petitioner En Pointe Technologies Sales, LLC (“En Pointe”) has filed a
2 Petition to Compel Arbitration and for Anti-Suit Injunction (the “Petition”) against
3 Respondent Ovex Technologies (Private) Limited (“Ovex”).

4 GOOD CAUSE HAVING BEEN SHOWN, the Court grants the Petition in
5 its entirety.

6 ACCORDINGLY, IT IS HEREBY ORDERED that Ovex shall arbitrate all
7 claims for damages or declaratory relief arising out of, or relating to, the “Contract
8 for Services and Statement of Work,” dated July 1, 2014 (the “Service Contract”), or
9 the interpretation, effect, or alleged breach of such agreement, in accordance with
10 the terms of the Service Contract. Per Section 8.07 of the parties’ Service Contract,
11 the arbitration shall take place in Los Angeles, California, before a retired United
12 States judge who is deemed mutually acceptable to the parties involved in the claim.
13 If the parties are unable to agree on a judge, the Judicial Arbitration and Mediation
14 Services of the United States of America shall select a judge.

15 IT IS FURTHER ORDERED that Ovex shall resolve all disputes arising out
16 of, or relating to, the Service Contract in California, under the laws of the State of
17 California, in accordance with the parties’ agreement under the Service Contract.
18 Therefore, any actions for injunctive relief relating to the Service Contract shall be
19 submitted to either a California state or federal court, or to a California arbitrator.
20 Ovex, and all persons, firms, and corporations acting on its behalf and under its
21 direct and indirect control, shall immediately take steps to dismiss its action
22 currently pending before the Islamabad High Court in Pakistan. Ovex is hereby
23 enjoined from pursuing any other action or enforcing any order involving any claim
24 arising out of, or related to, the Service Contract in Pakistan or anywhere other than
25 California as is specified in the Service Contract.

1 IT IS FURTHER ORDERED that Ovex shall provide En Pointe with written
2 notice of each step taken to carry out this Order, as well as notice of any action
3 taken by a court in Pakistan within twenty-four hours of such steps or action.

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5 Dated: 9/15/17

6 PHILIP S. GUTIERREZ
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